

Regulation 31 Player Payments – Key Areas

Item	Description	Detail	Regulation
Match Payments	Total Player Payment Cap	Clubs can pay up to \$3,500 per match including finals (cannot be accrued)	31.1
	Marquee Player	Each team may have 1 marquee player paid no more than \$1,000 per match	31.1.1.3
	Individual Player Payment	No individual player can be paid more than \$500 per Match	31.1.1.5
	Coach Payment	A playing coach will have \$300 per Match played included in the total player payment cap	31.2.3.6.1
	Assistant Coach Payment	Any payment to a playing assistant coach will be deemed to be a football payment in the total player payment cap	31.2.3.6.3
Incentives	Match Incentives	Up to a maximum of \$600 per Match including finals	31.2.3.5
	Accrued Incentives	Up to a maximum of \$300 of the \$600 per Match incentives can be accrued each Match	31.2.3.5.2
	Individual Incentives	Up to a maximum of \$150 incentive payment per Match can be paid to a Player	31.2.3.5.3
	Milestone Payments	Up to a maximum of \$500 per 50 A Grade games played for the same Club	31.2.3.14
	Representative Football	Up to a maximum of \$150 Association Game, \$300 Zone Carnival, \$500 State Game	31.2.3.13
	Up Front Payments	Clubs must not pay “sign on” or “up front” fees to Players	31.2.5
Exemptions	Superannuation	Any payment made in compliance with the super guarantee charge not included	31.2.3.8
	Employment	Market value employment wages within the Football Club	31.2.3.11
	Meals & Apparel	After match meals up to \$30 and Club apparel	31.2.3.5.4
	Income protection	Up to \$1,000 from the Club and/or insurer per week for up to 52 weeks for any injury sustained while playing football	31.2.3.12
	Insurance Reimbursement	Any reimbursement of any premium paid in respect of an insurance policy taken out not included	31.2.3.12
Travel	Distance	Players can be paid 0.50c per km greater than 100km round trip for Match Day only	31.2.3.9
	Maximum (Air & Road)	The maximum travel payment is \$400 per player per round.	31.2.3.9
Reporting	31st of March	Provide the Zone Registrar with estimated yearly payments	31.2.6.1.1
	28th of July	Provide the Zone Registrar with actual payments made up to the 30 th of June	31.2.6.1.2
	31st of October	Provide the Zone Registrar with end of season player payments	31.2.6.1.3

Rulings	Enquiries on Regulation 31 should be directed to your Zone Registrar in the first instance who will forward to the CFL
Contracts	All players who receive \$100 or more must sign an approved CFL Contract and lodged with Zone Registrar after CFL Contract

31. **Total Player Payments**

31.1 **Board to Determine Total Player Payments Limit**

31.1.1 The Board must determine the maximum Total Player Payments to be paid in each Financial Year. For the purpose of this Regulation, the expression "Total Player Payments" means the maximum amount, which an Affiliated League Club may pay or provide to its Players by way of Football Payments in a Financial Year and unless determined otherwise by the Board, the Total Player Payments for each Match (including Minor Round and Major Round) that an Affiliated League Club participates in during:

31.1.1.1 the 2016 Financial Year is four thousand dollars (\$4,000.00);

31.1.1.2 in the 2017 Financial Year and onwards is three thousand five hundred dollars (\$3,500.00) for

a Season PROVIDED THAT

31.1.1.3 Not more than one (1) Player may be paid up to one thousand dollars (\$1,000.00) for a Match provided that the Player (Marquee player) has been registered with the Affiliated League Club prior to May 1st in that Season.

31.1.1.4 The Marquee player can be replaced any time before June 30 provided the original Marquee player cannot fulfil the terms of his contract due to relocation for employment or season ending injury. All submissions to replace a Marquee player must be approved by the SACFL Board or any other committee appointed by the Board.

31.1.1.5 Any other Player may be paid not more than \$500.00 for a Match.

31.1.2 Where the Total Player Payments limit is not reached for each Match in which an Affiliated League Club participates, any amount under the limit for each Match that remains unpaid by a Club cannot be accrued during a Season.

(The Board must set a maximum Total Player Payments limit for all Leagues. Unless decided otherwise the maximum Total Player Payment is \$3,500.00 per Match from 2017 onwards and \$4,000.00 per Match during the 2016 Season with a limit of \$500.00 for a Player and one (1) Marquee Player up to \$1,000.00 per Match.)

31.2 **Football Payments and Guidelines**

31.2.1 The Board may issue Guidelines

The Board may from time to time issue guidelines concerning the Total Player Payments and the value to be placed on any Football Payment.

31.2.2 Football Payments

The value of all or any part of any Remuneration paid or provided to a Player in a Financial Year under any contract, agreement, arrangement or understanding between an Affiliated League Club or any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any sponsor, supporter or supporter group of that Affiliated League Club) and a Player which relates to or is consideration for the playing of football or for the provision of support services by that Player to the Club or for any team of that Affiliated League Club in any Match, is or will be deemed to be a Football Payment for the purpose of these Regulations.

(All payments made or promised to be made to a Player between the 1st November up to and including 31st October in any 12 months.

Relates to cash, goods, services or benefit in any form and including any payments made to a Club by a sponsor, Supporter Group etc and passed on to a player).

31.2.3 Deemed Football Payments

Without in any way limiting Regulation 31.2.2 the following payments paid to a Player by an Affiliated League Club or by an Associate of a Club or any supporter, supporter group or any person or entity associated directly or indirectly with that Affiliated League Club are or are deemed to be or not to be (where specified) Football Payments as the case may be and as set out hereunder;

(What are regarded as Football Payments for the purpose of the Total Player Payments).

31.2.3.1 **Payments Made Under Contract**

All payments made to a Player by an Affiliated League Club under any contract of service which a Player may have with an Affiliated League Club which relate to or which are consideration for the playing of Football by that Player for any team of that Affiliated League Club in any minor round Match.

(Payments made to a player who has a contract with his Club).

31.2.3.2 **Match Payments**

All payments made to a Player by an Affiliated League Club arising out of the selection of a Player in which an A Grade or B Grade team of that Affiliated League Club is participant including without limitation payments made for Minor Round and Major Round Matches won and lost and all other bonus or incentive payments.

(A payment to a player, whether contracted or not, who plays an A Grade or B Grade game with his Club during the minor and major rounds of a season.)

31.2.3.3 **Board or Rent Subsidies**

Payments made, given or provided to or for the benefit of a Player by way of accommodation expenses, rental, rental subsidy or rental discount.

(All board and rent subsidies to be included.)

31.2.3.4 **Best and Fairest Payments**

The value of payments or benefits made or given in cash or kind to Players for Club Awards.

(Cost of medals or trophies not included, but any cash or kind accompanying the medal or trophy must be included in the Total Player Payments.)

31.2.3.5 **After Match Awards**

Subject to the provisions of this sub-clause 31.2.3.5 the maximum amount permitted to be paid as an After Match Award by or for or on behalf of a Club is an average of \$600.00 per Match and to be made to a Player is an average of \$150.00 per Match during the relevant Financial Year.

31.2.3.5.1 Payments or benefits by way of vouchers, services or product and the total of all cash payments made or given in excess of a total value equal to an average of \$600.00 in respect of each Round of matches, including both Minor Round and Major Round, to Players as After Match Awards for A Grade matches are deemed to be a Football Payment.

31.2.3.5.2 A maximum of \$300.00 value in After Match Awards can be accrued in respect of each Round of matches, including both Minor Round and Major Round.

31.2.3.5.3 Payments or benefits by way of vouchers, services or products and the total of all cash payments made or given in respect of each Round of matches, including both Minor Round and Major Round, as after match awards in excess of an average value of \$150.00 per Match for an individual Player.

31.2.3.5.4 Payments or benefits given to Players of lower grades or Junior grade matches as After Match Awards, club apparel given to any Player, or the costs of in-kind meals up to a value of \$30.00 per Match to any Player shall not be deemed to be Football Payments.

(Cost of in kind meals up to \$30 in value and club apparel will not be deemed Football Payments.)

31.2.3.5.5 Payments or benefits by way of vouchers, services or products and the total of all cash payments made or given in respect of each Round of matches, including both Minor Round and Major Round, as after match awards will be referred to in this Regulation as "After Match Awards".

31.2.3.6 **Coaches Fees**

31.2.3.6.1 Any Senior Coach that plays in a Match shall be deemed to have been paid \$300.00 for playing services in respect of any Match in which he plays and such amount shall be included as a Football Payment.

31.2.3.6.2 Any Senior Coach that plays in a Match must enter into a Contract with the Affiliated League Club as required under Regulation 31.2.6.7.

31.2.3.6.3 All Remuneration paid to a Player who is also an assistant coach of a team of a Club whether as consideration for playing Football by that Player or for carrying out duties as an assistant coach of a team of that Club will be deemed to be a Football Payment

31.2.3.7 **FBT**

All Fringe Benefits Tax payable by a Club in respect of any Football Payment.

(Should the Club be liable for any FBT payment in respect of any benefit paid to a player, then that amount is to be included in the Total Player Payments.)

31.2.3.8 **Superannuation**

The Superannuation guarantee charge paid by a Club on behalf of or for the benefit of a Player will not be deemed a Football Payment. Any amount paid above the statutory superannuation guarantee charge will be deemed to be a Football Payment.

(Any payment or contribution made in compliance with the super guarantee charge to a Superannuation Fund on behalf of a Player is not to be included in the Total Player Payments. Any amount paid above the super guarantee charge will be deemed a Football Payment).

31.2.3.9 **Travel**

No Total Player Payments relief will apply to Clubs where players travel less than 100 km round trip to their playing Club. Total Player Payments relief will apply to Clubs at a rate of \$0.50 per kilometre for distance travelled in excess of 100 km round trip from the Player's residence to and from their playing Club to a maximum amount of \$400.00 per Player for each Match. Any amount paid in excess of \$0.50/km is to be included (if a player has to travel 150 km to the location of his playing Club – 300 km round trip, 200 km at \$0.50/km (eg \$100.00) will be exempted from the Total Player Payments provision).

The calculation of travelling distance will be determined by the distance calculator located at www.raa.com.au or any other distance calculator notified by the Board from time to time.

Each Affiliated League Club must nominate its Home Ground to be used for the purposes of any calculation under this Regulation 31.2.3.9.

If a Player resides within 20kms of the Adelaide GPO then for the purposes of any calculation under this Regulation 31.2.3.9, the Player's residence shall be deemed to be the Adelaide GPO.

31.2.3.10 **Travel – Flights**

Total Player Payments relief will apply to Clubs for airfares for travel to play in Matches provided that such relief is limited to \$400.00 per Player per Match.

The Affiliated League Club must maintain records of all airfares purchased on behalf of a Player or for which a Player has been reimbursed.

If a Club claims relief under this Regulation 31.2.3.10 then no amount may be claimed under Regulation 31.2.3.9 in respect of that same Player for the relevant Match.

31.2.3.11 **Employment and Services Actually Rendered**

Where a Player is employed or provides services to a Club whether under a Player Contract, Employment Contract, or otherwise and the Player is paid an amount which in the reasonable opinion of the SACFL Player Payment Committee is in excess of the market value of the Player's services or where a Player does not provide services consistent with the

normal terms and conditions of such employment, the amount by which the payment exceeds the market value of those services or the whole of the payment as the case may be, will be deemed to be a Football Payment.

31.2.3.12 Income Protection and Insurance

Remuneration paid by a Club to a Player:

31.2.3.13.1 by way of reimbursement of wages or salary lost by a Player in his employment as the result of an injury sustained by the Player whilst playing football for his Club to the extent that such payments result in the Player receiving from the Club and/or its insurers in excess of \$1000.00 per week for a period in which he is unable to work not exceeding 52 weeks.

31.2.3.13.2 as a reimbursement of any premium paid in respect of an insurance policy taken out by the Club or a Player or Associate of a Player under which payments of the kind referred to in Regulation 31.2.3.13.1 are made to the Club or the Player as a result of injury sustained by the Player whilst playing football for that Club is not a Football Payment or Deemed Football Payment.

31.2.3.13 Payments made to Players selected for Representative Football

Remuneration having a total value of \$150.00 for Association Representation, \$300.00 for Zone Representation and \$500.00 for State Representation or less paid to a Player will not be a Football Payment. The amount of any Remuneration paid to such Player in excess will be deemed to be a Football Payment.

31.2.3.14 Milestone Payments

Milestone Payments for the purpose of this Regulation 31 means a payment to be paid to a Player upon the Player playing his 50th A Grade game with the Club and every 50 A Grade games played with the Club thereafter.

Remuneration paid to a Player on his achieving milestone games which have been agreed with the Club and exceed \$500.00 will be deemed to be a Football Payment PROVIDED HOWEVER the Player and Club may accrue a Milestone Payment in the following Milestone Game to any future Milestone Game.

31.2.4 Football Payments not to exceed Total Player Payments

Subject to any guidelines which may be issued by the Board from time to time or in any particular case, neither an Affiliated League Club, Associate of a Club nor any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) in any Financial Year shall give to or apply for the benefit of, or offer to give to or apply for the benefit of a Player any Football Payments or cause to offer to cause any Football Payments given to or applied for the benefit of all Players of the Affiliated League Club whether given or applied by the Affiliated League Club or by some other person or entity, which in total would exceed the Total Player Payments for that Affiliated League Club for that Financial Year, or a particular Match where the Total Player Payments is expressed as a limit for each Match, in which an Affiliated League Club participates. For the purposes of determining whether a Club has paid, given or applied any Football Payments in accordance with this Regulation 31 in any Season it will be deemed that the maximum value of Football Payments which may be given or applied to a Player under any contract agreement or understanding has been so given or applied.

31.2.5 Affiliated League Clubs not to make "Up Front" Payments

An Affiliated League Club or an Associate of the Club, any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) may not give to or apply for the benefit of, or offer to give to or apply for the benefit of a Player any Football Payment that is a lump sum payment in consideration for the Player entering into a contract, agreement, arrangement or understanding between the Affiliated League Club and the Player for the playing of Football by that Player for any team of the Affiliated League Club.

(Clubs must not pay “Sign On” fees to Players).

31.2.6 Details of Player Contracts and Football Payments to be Lodged

31.2.6.1 For the purpose of ensuring compliance with this Regulation 31, each Affiliated League Club must complete and lodge with the Zone Registrar;

31.2.6.1.1 **By 31 March in each calendar year a Memorandum which sets out:**

- (A) **full** details of all Football Payments promised or which are to be given or applied by that Club to or for the benefit of Players of that Club during the then current Financial Year.
- (B) **full** details of all coaching fees promised or which are to be given or applied by that Club to or for the benefit of the coaches of that Club during the then current Financial Year.

(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been or will be made to A Grade and B Grade players and coaches of that Club during the current Financial Year. This return to be lodged by 31 March each year.)

31.2.6.1.2 **By 28 July in each calendar year a Memorandum which sets out:**

- (A) **full** details of all Football Payments which have been made to or which have been applied by that Club to or for the benefit of Players of that Club during the current Financial Year for the period ended on 30 June in that calendar year.
- (B) **full** details of all coaching fees which have been made to or which have been applied by that Club to or for the benefit of the coaches of that Club during the current Financial Year for the period ended on 30 June in that calendar year.

(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been or will be made to A Grade and B Grade players and coaches of that Club up until 30 June of that year. This return to be lodged by 28 July each year.)

31.2.6.1.3 **By 31 October in each calendar year a Memorandum which sets out:**

- (A) **full** details of all Football Payments which have been made to or which have been applied by that Club to or for the benefit of Players of that Club during the Financial year ending on 31 October in that calendar year.
- (B) **full** details of all coaching fees which have been made to or which have been applied by that Club to or for the benefit of the coaches of that Club for the Financial Year ending on 31 October in that calendar year.

(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been made to A Grade and B Grade Players and coaches during the Financial Year ending on October 31 in that calendar year.)

31.2.6.2 The Memorandum required to be lodged under Regulation 31.2.6.1.1, Regulation 31.2.6.1.2 and Regulation 31.2.6.1.3 must be in the form of Appendices 1 and 2 respectively to these Regulations or with such variations to them as the Board may require.

31.2.6.3 The penalty for failing to comply with Regulations 31.2.6.1 is:

31.2.6.3.1 for conduct that was deliberate or intentional and misrepresented the details of payments made or to be made by a Club, at the Board's discretion:

- (A) the removal of some or all of the Club's APPS points in either or both of the following two (2) Seasons; and/or
- (B) the loss of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club over the following three (3) Seasons.

31.2.6.3.2 for any other breach of Regulations 31.2.6.1 or 31.2.6.2 (including late lodgement of the Memorandum):

- (A) for a first offence in any two (2) year period - \$250.00;
- (B) for each subsequent offence in any two (2) year period - \$1,000.00.

31.2.6.4 **Club Statement – Football Payments**

When the Memorandum required under Regulation 31.2.6.1.3, is lodged it must be accompanied by a Club Statement made by the President or the Secretary of the Club lodging the Memorandum and signed by two persons being either the President, the Secretary and/or the Treasurer. This Club Statement will be in the form of and contain the information required in the Form in Appendix 3 to these Regulations.

31.2.6.5 **Affiliated League Clubs to Provide Audited Statement**

An Affiliated League Club must, within 30 days of receiving a written notice from the SACFL Player Payment Committee or the Zone Registrar to do so, provide to

the SACFL Player Payment Committee and/or to the Zone Registrar as the case may be a statement, certified as being true and correct by a duly qualified auditor, of all Football Payments (including Deemed Football Payments) provided or agreed to be provided to all Players of that Affiliated League Club during the Financial Year or Years in respect of which that notice is given.

(A Club must provide the SACFL Player Payment Committee and/or the Zone Registrar an Audited Statement of all Football Payments made to Players within 30 days of being requested to do so).

31.2.6.6 **Auditors may Inspect Books**

An Affiliated League Club must permit a person appointed by the SACFL Player Payment Committee or by the Zone Registrar to have full and free access to all books, documents and other papers of that Affiliated League Club or any person or entity controlled by that Affiliated League Club which that person believes may be relevant to any matter relating to the Total Player Payments or any Football Payments (including Deemed Football Payments).

(A Club must allow a person appointed by the SACFL Player Payment Committee or the Zone Registrar to have full and free access to all books relevant to matters of the Total Player Payments.)

31.2.6.7 **Player to enter into Contract**

Any Player (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that is a Football Payment or payment or reimbursement for travel under Regulations 31.2.3.9 or 31.2.3.10 ("**Travel Payment**") must, prior to receiving any such Football Payment or Travel Payment, enter into a contract with the Affiliated League Club. Each contract must be in the form of the Player Contract set out in Appendix 6 to these Regulations.

31.2.6.8 **Clubs to lodge Contract**

31.2.6.8.1 A Club must lodge with the Zone Registrar a copy of each and every Contract that it has entered into with a Player by the later of the day that is seven (7) days after the date on which the Contract is signed by the last of the parties to it or the day prior to the first Minor Round Match in the relevant Season.

31.2.6.8.2 The penalty for failing to comply with the Regulation 31.2.6.8.1 is:

- (A) for a first offence in any two (2) year period - \$250.00;
- (B) for each subsequent offence in any two (2) year period - \$1,000.00.

31.2.7 **Zone Registrar**

Each Zone Advisory Council must from time to time appoint a Zone Registrar who has and may exercise such powers as detailed in these Regulations or as may from time to time be delegated to him by that Zone. The Zone Registrar must not be an officer, or employee of an Affiliated League or an Affiliated League Club of that Zone unless the relevant Zone includes more than fifty (50) Affiliated League Clubs in which case the Zone Registrar may be an employee of an Affiliated League.

(Each Zone must appoint an independent Zone Registrar.)

31.2.8 **SACFL Player Payment Committee**

31.2.8.1 The Board must from time to time appoint an SACFL Player Payment Committee that has and may exercise such powers as detailed in these Regulations or as may from time to time be delegated to it by the Board. The SACFL Player Payment Committee shall be comprised of not less than three (3) persons determined by the Board provided that no member of the committee may be an officer or employee of an Affiliated League Club.

31.2.8.2 The SACFL Player Payment Committee is empowered:-

31.2.8.2.1 To investigate:-

- (A) such matters as may be referred to it by the Board;
- (B) such matters which it may of its own volition decide to investigate;

Concerning the compliance by Affiliated League Clubs, Associates of Affiliated League Clubs, Officials of Affiliated League Clubs, Players and Associates of Players, with this Regulation 31.

31.2.8.2.2 To exercise such other powers as may be conferred on it by the Board from time to time.

31.2.8.2.3 The SACFL Player Payment Committee may, without limitation, exercise any power conferred on it whether by this Regulation 31 or otherwise at such time or times and in such manner as it may decide, and may in the exercise of such power investigate any matter concerning compliance with this Regulation 31 or at random without cause, or suspicion of any breach of this Regulation 31.

31.2.8.2.4 If after conducting an investigation the SACFL Player Payment Committee forms the opinion that any person or Affiliated League Club has or may have engaged in conduct in breach of any of the provisions of this Regulation 31, the SACFL Player Payment Committee may lay a charge against the person or the Affiliated League Club.

31.2.9 **Clubs to do all things necessary to assist Zone Registrar and SACFL Player Payment Committee**

31.2.9.1 **Full and Free Access**

Each Affiliated League Club must permit the Zone Registrar and SACFL Player Payment Committee to have full and free access to such books, documents and other papers of that Affiliated League Club or any person or entity controlled by or associated with that Affiliated League Club as the Zone Registrar or SACFL Player Payment Committee believes may be relevant to any enquiries which he may make.

(The Zone Registrar shall have access to the books of the Clubs to carry out enquiries relevant to the Total Player Payments.)

31.2.9.2 **Copies**

Upon being so requested, an Affiliated League Club and/or a Player must provide the Zone Registrar or SACFL Player Payment Committee with true copies of such

books, documents or other papers in the possession of or under the control of the Affiliated League Club or any person or entity controlled by the Affiliated League Club or the Player, as the case may be, and provide such other information and answer such questions as the Zone Registrar or SACFL Player Payment Committee believes may be relevant to any enquiries he may make.

(True copies of any books, documents etc are to be made available to the Zone Registrar or SACFL Player Payment Committee by the Club if requested.)

31.2.10 Payments by Sponsors, Supporters and other

Each Affiliated League Club must provide to the Zone Registrar full and complete details of all payments made:

- 31.2.10.1 by or on behalf of or for the benefit of the Affiliated League Club to any Player or otherwise for the benefit of any Player;
- 31.2.10.2 to any Players by sponsors, supporters (including supporter groups) or any person or entity associated directly or indirectly with the Club.

31.2.11 Payments to be included if explanation unsatisfactory

The Zone Registrar or SACFL Player Payment Committee may seek an explanation from an Affiliated League Club as to the nature of any payments made or benefit provided to a Player by the person or entity associated directly or indirectly with that Affiliated League Club. In the event that the Affiliated League Club fails to explain the payment or benefit provided to the satisfaction of the Zone Registrar he may deem such payment or benefit to be a Football Payment to the Player for the purposes of these Regulations.

Upon the Zone Registrar advising that Affiliated League that he has deemed any payment or benefit to be a Football Payment, that payment or benefit will be a Football Payment for all purposes of this Regulation 31.

(If a Club fails to explain to the Zone Registrar what a payment or benefit being made to a player is then the value of the payment or benefit will be included in the Total Player Payments.)

31.2.12 Zone Registrar to report to Affiliated League

31.2.12.1 The Zone Registrar will report directly to each Affiliated League in the Zone for which he is appointed. He must not at any time divulge any information obtained by him in the course of his enquiries other than to the relevant Affiliated League except where he may be compelled to do so by order of a Court or Tribunal of competent jurisdiction.

31.2.12.2 An Affiliated League may request, and the Zone Registrar must provide, any playing Contract that has been lodged with the Zone Registrar by an Affiliated League Club that participates in its competitions.

31.2.13 Zone Registrar to report to SACFL Player Payment Committee

The Zone Registrar will report directly to the SACFL Player Payment Committee. The Zone Registrar must refer any concern that the Zone Registrar has that a breach of this Regulation 31 has occurred. The Zone Registrar must divulge any information obtained by him in the conduct of his role to the SACFL Player Payment Committee.

31.2.14 No Breach of Statute

Each of the powers, requirements and obligations set out in this Regulation 31 are to be read and construed so as to not infringe or breach any Statute or law and shall be limited or severed to the extent that any Statute or law requires. Nothing in this Regulation 31 shall or be deemed to:

- 31.2.14.1 directly or indirectly require a person to quote that person's tax file number;
- 31.2.14.2 directly or indirectly require the production of a document or copy of a document on which a tax file number is recorded without allowing the person to whom the tax file number belongs the right to remove that number if he or she so wishes;
- 31.2.14.3 directly or indirectly require a person to quote another person's tax file number;
- 31.2.14.4 directly or indirectly require, authorise or permit a person to divulge or communicate another person's tax file number to a third party;
- 31.2.14.5 directly or indirectly require a person to make a record of any taxation information relating to another person or divulge or communicate to another person any taxation information relating to a third person or otherwise made use of any taxation information relating to a third person or otherwise make use of any taxation information relating to another person where such information was disclosed or obtained in breach of a provision of the taxation law;
- 31.2.14.6 Directly or indirectly require any act, matter or thing which constitutes an offence under the *Taxation Administration Act 1953* and any amendment thereto and/or the *Privacy Act 1988*.

31.2.15 **Breach of Total Player Payments**

31.2.15.1 **SACFL Player Payment Committee to Investigate alleged Breach of Regulation 31**

Any alleged breach of this Regulation 31 by a Club, Player or Official must be referred to the SACFL Player Payment Committee in writing for investigation.

31.2.15.2 **SACFL to Hear and Determine Alleged Breach of Regulation 31**

If, following any investigation, the SACFL Player Payment Committee forms the view that there has been a breach of this Regulation 31 by a Club, Player or Official, it must refer that alleged breach to SACFL for hearing and determination, by the SACFL Board.

A copy of the alleged breach must be given to the member of the relevant Football Advisory Council from the Zone of which that Affiliated League forms part. The relevant Council member must be available to attend the hearing of the alleged breach by the SACFL Board.

- 31.2.15.2A The SACFL Board may in its sole discretion determine that in respect of any hearing pursuant to this Rule 31, if it is more expedient as to time and process, it will refer the hearing of the alleged breach to the Salary Cap Commissioner appointed pursuant to Rule 18.26A of the SANFL Regulations who shall hear and determine the alleged breach in accordance with the procedures and rules contained in Regulation 31 of the SACFL Regulations. For the purpose of hearing and

determining the alleged breach, Rule 31 is amended to the extent that wherever the words "SACFL Board" appear they shall be deleted and the words "Salary Cap Commissioner" shall be inserted in lieu thereof. The SACFL Board reserves to itself the powers conferred in Rule 31.3.14, 31.3.16, 31.3.17 of the SACFL Regulations.

31.2.15.3 Penalties for a Deliberate Breach of Regulation 31

In addition to any other penalties which may be imposed under Regulation 31 for a deliberate breach of this Regulation the penalties for a breach of Regulation 31 shall until otherwise decided by the Board be:

For a Club

31.2.15.3.1 If the aggregate of the Football Payments paid, given or applied in the relevant Financial Year exceeds the Total Player Payments for that Financial Year by an amount up to \$4,999.99, the penalty will be a fine equal to the amount by which the Football Payments exceed the Total Player Payments and in addition, at SACFL's discretion, may include:

- (A) the removal of not more than an aggregate of 6 APPS points of the Club over the following two (2) Seasons; and/or
- (B) the loss of not more than an aggregate of eight (8) premiership points for the A Grade team of the Club over the following two (2) Seasons.

31.2.15.3.2 If the aggregate of the Football Payments paid, given or applied in the relevant Financial Year exceed the Total Player Payments for that financial year by \$5,000.00 or more but less than \$25,000.00, the penalty will be a fine equivalent to \$5,000.00 plus the amount by which the Football Payments exceed the Total Player Payments and in addition, at SACFL's discretion, may include:

- (A) the removal of any or all of the Club's APPS points in either or both of the following two (2) Seasons; and/or
- (B) the loss of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club over the following three (3) Seasons.

31.2.15.3.3 If the aggregate of the Football Payments paid, given or applied in the relevant Financial Year exceed the Total Player Payments for that financial year by \$25,000.00 or more, the penalty will be a fine equivalent to \$25,000.00 plus the amount by which the Football Payments exceed the Total Player Payments and in addition, at SACFL's discretion, may include:

- (A) the removal of any or all of the Club's APPS points in either or both of the following two (2) Seasons; and/or
- (B) the loss of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club over the following three (3) Seasons.

31.2.15.3.4 For any other breach a fine of:

- (A) for a first offence in any two (2) year period - \$250.00;
- (B) for each subsequent offence in any two (2) year period - \$1,000.00.

31.2.15.3.5 Any penalties incurred are to be paid to SACFL within 28 days of the Affiliated League Club being notified of such penalties.

For a Player or Official

31.2.15.3.6 A fine of not more than \$1,000.00; and/or

31.2.15.3.7 A period of deregistration not exceeding one (1) year as a Player or Official, as the case may be, as SACFL shall determine in its discretion.

31.3 Procedure and Rules relating to Hearing of a Charge alleging a breach of Regulation 31

The following Procedure and Rules must be adopted and applied in relation to the hearing and determination of a charge made against an Affiliated League Club or a Player alleging a breach of this Regulation 31:

31.3.1 Notice of a Charge and Hearing

Where a Charge is laid alleging a breach of Regulation 31 the SACFL Player Payment Committee must give notice of the charge to the SACFL Board and to each person or Affiliated League Club charged. The General Manager must then fix a time, date and place of the hearing of the charge by the SACFL Board and inform each person and/or Affiliated League Club charged of those particulars. Not less than seven (7) days notice of the time, date and place of the hearing must be given.

31.3.2 Statement of Grounds

31.3.2.1 A Notice of a charge under Regulation 31.3.1 must be accompanied by a statement of the grounds for the laying of the charge. A copy of the report of the SACFL Player Payment Committee on the matters the subject of the charge will be a sufficient statement of grounds for the laying of the charge;

31.3.2.2 The grounds for the laying of the charge will constitute sufficient reasons for the SACFL Player Payment Committee to declare the charge sustained unless the person or Affiliated League Club charged discharges the burden of proof referred to in Regulation 31.3.10.

31.3.3 SACFL Board may vary time and place of hearing

The SACFL Board may vary the time or place specified under Regulation 31.3.1 and the SACFL Board must give to each Affiliated League Club or person charged at

least seven (7) days written notice of any such variation.

31.3.4 Hearing by SACFL Board

At the time and place referred to in the Notice of Charge or as varied under Regulation 31.3.3 the SACFL Board must conduct a hearing into the matters subject to the charge.

31.3.5 Hearing to be Informal

The hearing of the charge by the SACFL Board must be conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permit or require.

31.3.6 Rules of Evidence not to apply

The SACFL Board is not bound by the Rules of Evidence and may inform itself of any matter relating to the charge in such manner as it thinks appropriate.

31.3.7 Procedures at Hearing

Subject to Regulation 31.3.8 the procedure to be adopted by the SACFL Board at any hearing of a charge will be such as the SACFL Board itself determines.

31.3.8 Natural Justice

At the hearing of any charge conducted by the SACFL Board under this Regulation 31 the SACFL Board must:-

- 31.3.8.1 give every person or Affiliated League Club charged an opportunity to be heard;
- 31.3.8.2 allow the person or Affiliated League Club charged to be represented by any person including a Legal Practitioner; and
- 31.3.8.3 hear and determine the charge before it in a fair and unbiased manner.

31.3.9 Report to be Prima Face Evidence

A report made by the SACFL Player Payment Committee will be prima face evidence of the matter or matters contained in that report provided that a copy of the report has been provided to the person or Affiliated League Club charged prior to the commencement of the hearing.

31.3.10 Onus of proof

A person or Affiliated League Club charged under this Regulation has the onus of establishing on the balance of probabilities that a matter or matters contained in the report made by the SACFL Player Payment Committee are and/or any other evidence presented in support of a charge is untrue or incorrect and that he / she / it did not engage in the conduct alleged in the charge.

31.3.11 Actions of Affiliated League Club Personnel

Any conduct engaged in:-

- 31.3.11.1 by a director, officer, Player, servant or agent of an Affiliated League Club; or
- 31.3.11.2 by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a director, officer, Player, servant or agent of an Affiliated League Club;

shall be deemed for the purposes of this Regulation 31 to have also been engaged in by the Affiliated League Club unless the SACFL Player Payment Committee is satisfied that the conduct was not engaged in on behalf of, or for the benefit of, the Affiliated League Club and was not expressly or impliedly authorised by the Affiliated League Club.

For the purposes of this Regulation 31.3.11, "knowledge" includes reckless indifference as to whether the conduct in question was occurring or not.

31.3.12 No False or Misleading Information

An Affiliated League Club, Player or other person to whom this Regulation applies must not provide or give any false or misleading information to the SACFL Board at any hearing.

31.3.13 Decision

At the conclusion of its hearing the SACFL Board may:-

- 31.3.13.1 declare the charge to be sustained and propose any penalty or sanction provided for under these Regulations, including reasons, for the consideration of the SACFL Board; or
- 31.3.13.2 declare the charge dismissed; or
- 31.3.13.3 adjourn the hearing to a fixed date or indefinitely.

31.3.14 SACFL Board may grant relief

If the SACFL Board is satisfied that an Affiliated League Club, Player or other person who is in breach of or has failed to comply with this Regulation 31 has acted honestly and reasonably and having regard to all the circumstances of the case, ought fairly to be excused from liability, and/or any sanction or penalty which may be imposed under these Regulations, it may relieve that Affiliated League Club, Player or person either wholly or partly from that liability, sanction, or penalty on such terms and conditions as it thinks fit.

31.3.15 Player May be Excused for Co-Operation

The SACFL Board may excuse a Player from liability under these Regulations in consideration of a Player's co-operation and assistance in establishing a breach of these Regulations by any Affiliated League Club or an Associate of an Affiliated League Club, including without limitation any Director, officer, servant or agent of any Affiliated League Club with which the Player is or was previously registered.

31.3.16 SACFL Board not obliged to give reasons

The SACFL Board is not obliged to give reasons for any decision which it makes in relation to a charge heard under this Regulation 31.

31.3.17 **Decision of SACFL Board to be final and binding**

31.3.17.1 Subject to Regulation 31.3.17.2 the decision of SACFL Board in relation to any charge referred to it under this Regulation 31 will be final and binding on the Affiliated League Club and all other persons who are bound by and subject to these Regulations.

31.3.17.2 After the SACFL Board has delivered its decision it cannot re-hear the matter which was the subject of that decision nor can it rescind or alter that decision unless evidence relating to the subject matter of the charge becomes available being evidence which was either not known or which could not reasonably have been obtained at the time of the hearing of the charge.

31.4 **Definitions**

For the purposes of this Regulation 31 the following words shall have the following meaning unless the context requires otherwise:

31.4.1 **"Senior Coach"** means the senior coach of the Club's "A" grade team and does not include assistant coaches, coaches of the (Reserve "B") grade or any lower grade team or junior coaches. There shall only be one Senior Coach of the Club.

31.4.2 **"Employment Contract"** means a contract made between a Club and a Player who has entered into a Player Contract with the Club, or with an Associate of that Player, under which the Club has agreed to employ the Player or Associate of that Player in bona fide employment with the Club.

31.4.3 **Meaning of Remuneration**

31.4.3 For the purposes of this Regulation 31 Remuneration means any:-

31.4.3.1 advance;

31.4.3.2 allowance;

31.4.3.3 bonus;

31.4.3.4 consideration;

31.4.3.5 disbursement;

31.4.3.6 expenditure;

31.4.3.7 expense;

31.4.3.8 financial benefit given or promised;

31.4.3.9 fringe benefit;

31.4.3.10 incentive;

31.4.3.11 loan (other than a loan made on commercial terms at arms length);

31.4.3.12 match bonus or incentive payment;

31.4.3.13 money;

- 31.4.3.14 payment;
- 31.4.3.15 payment of insurance or other premium;
- 31.4.3.16 reimbursement;
- 31.4.3.17 remittance;
- 31.4.3.18 restitution;
- 31.4.3.19 reward;
- 31.4.3.20 salary or wages;
- 31.4.3.21 superannuation benefit;
- 31.4.3.22 property or right of any description; or
- 31.4.3.23 other advantage or benefit in any form whatsoever ;

paid to a Player by a Club within the meaning of Regulation 31.

31.4.4 For the purposes of Regulation 31, it is irrelevant whether the Remuneration is paid to the Player within the meaning of these Rules under:-

- 31.4.4.1 a Contract of Service between the Player and a Club;
- 31.4.4.2 an Agreement between the Player and any Associate of the Club or any third party; or
- 31.4.4.3 Otherwise.

31.4.5 **Meaning of “Paid to a Player” or “Pay or provide to a Player” or “made to a Player”**

In these Regulations wherever the expression “paid to a Player” or “Pay or provide to a Player” or “made to a Player” is used in the context of the payment of Remuneration, it includes Remuneration that is paid, provided, made to or given:-

- 31.4.5.1 to a Player;
- 31.4.5.2 for the benefit of a Player;
- 31.4.5.3 to, or for the benefit of, an Associate of a Player;
- 31.4.5.4 to, or for the benefit of, a creditor of a Player;
- 31.4.5.5 to, or for the benefit of, an agent for a Player;
- 31.4.5.6 at, or by, the direction of a Player; or
- 31.4.5.7 in any other circumstances declared by the SACFL Player Payment Committee, in its reasonable opinion, to be Remuneration that has been paid to a Player.

31.4.6 For the purposes of Regulation 31.4.5, it is irrelevant whether the Remuneration is:-

- 31.4.6.1 directly or indirectly paid;

- 31.4.6.2 in any form; or
- 31.4.6.3 from whatever source.

31.4.7

Meaning of “By a Club”

In these Regulations, wherever the expression “by a Club” is used in the context of the payment of Remuneration to a Player, it includes Remuneration that has been paid to a Player:-

- 31.4.7.1 by a Club;
- 31.4.7.2 on behalf of a Club;
- 31.4.7.3 by, or on behalf of, an Associate of a Club;
- 31.4.7.4 by, or on behalf of, a Sponsor of a Club;
- 31.4.7.5 by, or on behalf of, any other person or Entity associated or affiliated, whether directly or indirectly, with a Club, an associated Entity or a Club Sponsor;
- 31.4.7.6 in any other circumstance whatsoever.

31.4.8

“Associate of a Club” means and includes:

- 31.4.8.1 a director, secretary, officer, sponsor or member of the Club;
- 31.4.8.2 a body corporate which is related to the Club within the meaning of s 50 of the Corporation Law, and any director, secretary or other officer of a related body corporate;
- 31.4.8.3 a partner of the Club or a partnership in which the Club is a member;
- 31.4.8.4 a trustee of a trust estate where the Club, or another person who is an associate of the Club by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies partnerships or trusts;

31.4.9 a corporation:-

- 31.4.9.1 in which the Club, or a person who is an associate of the Club by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
- 31.4.9.2 where the corporation is, or its directors are, accustomed, or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club or of another person who is an associate of the Club by virtue of another sub-paragraph of this definition; or
- 31.4.9.3 the Club is, or persons who are associates of the Club by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.

- 31.4.9.4 a sponsor of a Club or a Player;
- 31.4.9.5 any person who is or was acting, or who proposes to act, on behalf of or in concert with the Club

31.4.10 **“Associate of a Player”** means and includes:

any relative of the Player;

- 31.4.10.2 the spouse or partner (legal or defacto) of the Player or any of his relatives;
- 31.4.10.3 a corporation where:-
 - 31.4.10.3.1 the Player or a person referred to in Regulations 31.4.10.1 and 31.4.10.2 has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
 - 31.4.10.3.2 the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or corporation who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
 - 31.4.10.3.3 the Player is, or person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- 31.4.10.4 a body corporate which is related to a corporation referred to in Regulation 31.4.10.3 above within the meaning of s 50 of the *Corporations Act 2001*.
- 31.4.10.5 a director, secretary or officer of a corporation referred to in Regulations 31.4.10.3.3 and 31.4.10.4.
- 31.4.10.6 a partner of the Player of any partnership which the Player or any person referred to in Regulations 31.4.10.1 to 31.4.10.4 is a member.
- 31.4.10.7 a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts.
- 31.4.10.8 any person who is or was acting, or who proposes to act, as agent for or who otherwise acts on behalf of or in concert with the Player.